

WAREHOUSING AND DEPOSITS

CHAPTER 565

SENATE BILL NO. 2453
(Nelson)

DRY EDIBLE BEAN STORAGE CONTRACTS

AN ACT to amend and reenact subsection 6 of section 60-02-16, and sections 60-02-17, 60-02-30, 60-02-31, and 60-02-32 of the North Dakota Century Code, relating to warehouse receipts, warehouse and storage contracts, termination of public grain warehouse storage contracts, notice of termination to the owner of the storage contract, and reissued storage receipts; and providing a storage contract termination date for dry edible beans, a storage charge for dry edible beans, no obligation on a warehouseman to renew a dry edible bean storage contract, and notice to the owner of the intent not to renew a dry edible bean storage contract.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF THE
STATE OF NORTH DAKOTA:

SECTION 1. AMENDMENT.) Subsection 6 of section 60-02-16 of the North Dakota Century Code is hereby amended and reenacted to read as follows:

6. Have printed upon it the following words: "All storage contracts on grain in store at public grain warehouses shall terminate on June thirtieth of each year, except storage contracts for dry edible beans which shall terminate on April thirtieth of each year. If storage charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement."

SECTION 2. AMENDMENT.) Section 60-02-17 of the 1975 Supplement to the North Dakota Century Code is hereby amended and reenacted to read as follows:

60-02-17. WAREHOUSE AND STORAGE CONTRACT - STORAGE RATES - TERMINAL DELIVERY.) A warehouse receipt shall contain, either on its face or reverse side, the following warehouse and storage contract:

"This grain is received, insured, and stored subject to the following charges: one-fifteenth of one cent net bushel

per day, except for dry edible beans which shall be subject to a daily storage rate fixed at the time of delivery no greater than one-half of one cent per net hundredweight per day, provided, however, that no storage shall be charged for grain so stored for fifteen days from date of delivery if such grain is sold within such fifteen-day period; however, if such grain is not sold within the fifteen days, storage charges shall commence from the date a warehouse receipt was issued. All grain received for storage will be subject to a charge of six cents per net bushel except for flax which will be subject to a charge of six cents per gross bushel and dry edible beans which shall be subject to a charge of ten cents per net hundredweight. Grain purchased by the warehouseman shall be exempt from the receiving and redelivery charges. Upon surrender of this receipt and payment or tender of a delivery charge per gross bushel of four cents on flax, three dollars per net hundredweight on dry edible beans, and four cents per net bushel on all other grains and all other stated lawful charges accrued up to the time of said surrender of this receipt, the above amount, kind, and grade of grain will be delivered to the person named above or his order as rapidly as due diligence, care, and prudence will permit. At the option of the holder of this receipt, the amount, kind, and grade of grain for which this receipt is issued, on his demand, shall be delivered back to him at any terminal point customarily shipped to, or at the place where received, upon the payment of the above charges for receiving, handling, storage, and insurance and in case of terminal delivery, the payment in addition to the above of the regular freight charges on the gross amount called for by this ticket or in lieu thereof, a receipt issued by a bonded warehouse or elevator company doing business at such terminal point. Nothing in this receipt shall be construed to require the delivery of the identical grain specified herein, but an equal amount of grain of the same kind and grade shall be delivered to him."

SECTION 3. AMENDMENT.) Section 60-02-30 of the North Dakota Century Code is hereby amended and reenacted to read as follows:

60-02-30. TERMINATION OF PUBLIC GRAIN WAREHOUSE STORAGE CONTRACTS.) All storage contracts on grain in store at public grain warehouses shall terminate on June thirtieth of each year, except for storage contracts on dry edible beans which shall terminate on April thirtieth of each year. Storage on any or all such grain may be terminated by the owner at any time before the date mentioned herein by the payment of all legal charges and the surrender of the storage receipt, together with a demand for delivery of such grain, or notice to the warehouseman to sell

the same. In the absence of a demand for delivery, an order to sell, or a request for the renewal of the storage contract, entered into prior to the expiration of the storage contract, for all grains except dry edible beans, the warehouseman shall sell, upon the expiration of the storage contract, at the local market price on the close of business on that day, sufficient of said stored grain to satisfy all accrued storage charges thereon and warehouseman's advances upon such storage contract, and shall issue a new storage receipt for the balance of said grain to the owner thereof upon the surrender of the old storage receipt, properly canceled. Upon the expiration of the storage contract for dry edible beans, the warehouseman shall not be obligated to renew the storage contract. The storage rate and all other terms of the storage contract for dry edible beans stored after April thirtieth shall be determined by the private agreement of the warehouseman and the receipt holder. Nothing in this chapter shall be construed to govern the provisions of a contract for the storage of dry edible beans after April thirtieth. In the absence of a demand for delivery, an order to sell, or an agreement between the warehouseman and the receipt holder for the storage of dry edible beans after April thirtieth, the warehouseman may sell, upon the expiration of the storage contract, at the local market price on the close of business on that day, all the stored beans of the receipt holder and tender to the receipt holder the proceeds of the sale less an amount which will satisfy all accrued storage charges thereon and the warehouseman's advances upon any previous storage contract.

SECTION 4. AMENDMENT.) Section 60-02-31 of the North Dakota Century Code is hereby amended and reenacted to read as follows:

60-02-31. NOTICE TO OWNER OF TERMINATION OF STORAGE CONTRACT.) On or before June first of each year, for all grains except dry edible beans, the warehouseman shall notify by mail the person in whose name the grain was stored of his intention to make a sale to satisfy accrued storage charges. On or before April first of each year, a warehouseman storing dry edible beans shall notify by mail the person in whose name the dry edible beans are stored of his intention to terminate the storage contract on April thirtieth and to sell all dry edible beans stored as of that date, unless the receipt holder prior to that time demands redelivery, authorizes sale, or enters into a new contract with the warehouseman for restorage.

SECTION 5. AMENDMENT.) Section 60-02-32 of the North Dakota Century Code is hereby amended and reenacted to read as follows:

60-02-32. REISSUE STORAGE RECEIPTS - PROVISIONS.) Upon payment of all legal accrued charges and the surrender to the warehouseman of a receipt, for all grains except dry edible beans, if the receipt holder elects to continue the storage contract,

the warehouseman then shall issue a new storage receipt to the owner and shall cancel the former receipt by endorsing thereon the words: "Canceled by the issuance of storage receipt no. _____," inserting the number of the reissue storage receipt thereafter, and the holder's name shall be signed thereto by himself or by his authorized agent. The reissue storage receipt shall be so designated by stamping thereon: "Reissue of storage receipt no. _____."

Approved March 23, 1977